

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
GREEN BAY DIVISION

---

RIDGEWAY TRAILER SERVICE, INC.,

Plaintiff,

Case No. 20-CV-1470

v.

BMF CAPITAL LLC,

ABC INSURANCE COMPANY,

-and-

JOHN DOE,

Defendants.

---

**PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT**

---

NOW COMES Plaintiff, Ridgeway Trailer Service, Inc., by and through its attorneys, and hereby moves the Clerk for Entry of Default against the Defendant, BMF Capital, LLC, pursuant to Fed. R. Civ. P. 55(a). Plaintiff also hereby moves the Clerk for Entry of Default Judgment against this same Defendant pursuant to Fed. R. Civ. P. 55(b)(1) because Plaintiff's claim against BMF Capital, LLC is for a sum certain. As shown further below, Default Judgment should be entered against BMF Capital, LLC in the amount of \$300,000.00.

In support of his motion, Plaintiff provides the following further grounds:

1. As indicated by the affidavit of non-service on file, the process server attempted to serve the summons and complaint on Defendant and after three attempts, he was unable to do so. (Declaration of David H. Weber, ¶2, Docket No. 3.)

2. After the failed attempts of service of the summons and complaint on the Defendant, the process server served the Summons and Complaint in this action on the Secretary of State for the state of New York. (Declaration of David H. Weber, ¶3, Docket No. 4.) This is allowed pursuant to WIS. STAT. § 801.11(5)(c), and New York Law Sections 301-A, 303, and 304 governing its State Law for Limited Liability Companies.

3. The time for answering or otherwise joining issue has expired.

4. BMF Capital, LLC has failed to answer and the Plaintiff is entitled to Entry of Default by the Clerk pursuant to Fed. R. Civ. P. 55(a).

5. Plaintiff also moves the Clerk for Entry of Default Judgment against BMF Capital, LLC pursuant to Fed. R. Civ. P. 55(b)(1) because Plaintiff's claim against BMF Capital, LLC is for a sum certain. The amount of monetary damages is \$75,000.00. (Docket #1, ¶27.) In addition, Plaintiff seeks multiple damages under Wisconsin's civil theft statute. (Id., ¶26.) Pursuant to WIS. STAT. § 895.446(3)(c) provides for exemplary damages of not more than three times the stolen amount. In this instance, that amount would be \$225,000.00. The combined Judgment should therefore be \$300,000.00.

This motion is further supported by the Declaration of David H. Weber filed herewith.

Dated this 1<sup>st</sup> day of December, 2020.

By: s/ David H. Weber

David H. Weber, SBN 1034009  
Law Firm of Conway, Olejniczak & Jerry, S.C.  
231 South Adams Street  
P.O. Box 23200  
Green Bay, WI 54305-3200  
Ph: (920) 437-0476  
Fax: (920) 437-2868  
[dhw@lcojlaw.com](mailto:dhw@lcojlaw.com)

*Attorneys for Plaintiff, Ridgeway Trailer Service, Inc.*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
GREEN BAY DIVISION

---

RIDGEWAY TRAILER SERVICE, INC.,

Plaintiff,

Case No. 20-CV-1470

v.

BMF CAPITAL LLC,

ABC INSURANCE COMPANY,

-and-

JOHN DOE,

Defendants.

---

**CERTIFICATE OF SERVICE**

---

I hereby certify that on December 1, 2020, a true and correct copy of the foregoing document was served via U.S. Mail on Defendant, BMF Capital, LLC, at 1820 Avenue M, Suite 125, Brooklyn, NY 11230.

Dated this 1<sup>st</sup> day of December 2020.

By: s/ David H. Weber

David H. Weber, SBN 1034009

Law Firm of Conway, Olejniczak & Jerry, S.C.

231 South Adams Street

P.O. Box 23200

Green Bay, WI 54305-3200

Ph: (920) 437-0476

Fax: (920) 437-2868

[dhw@lcojlaw.com](mailto:dhw@lcojlaw.com)

*Attorneys for Plaintiff, Ridgeway Trailer Service, Inc.*

#3613863